

Lease

Lease dated ^{March} February 1st, 2016, between 250 West 78th LLC ("Landlord"), and [REDACTED] BMW INC ("Tenant").

Article 1. Basic Terms and Definitions

Section 1.1 Additional Rent. All sums, other than the Fixed Rent, payable by Tenant to Landlord under this lease, including the payment of deficiencies and increases in the Security, if any.

Section 1.2 Broker. NONE.

Section 1.3 Building. The building and improvements located at 250 West 78th Street, New York, New York.

Section 1.4 Commencement Date. The date that a fully executed copy of this Lease is delivered to Tenant, subject to the provisions of Section 2.6.

Section 1.5 Expiration Date. Subject to earlier termination or extension pursuant to the terms hereof, the date that is ten (10) years following the last day of the calendar month preceding the month in which the Commencement Date occurs.

Section 1.6 Intentionally Omitted.

Section 1.7 Fixed Rent. The Fixed Rent is shown on Exhibit A to this lease.

Section 1.8 Intentionally Omitted.

(a) Guarantor. [REDACTED] a [REDACTED] (a [REDACTED] Simon) and [REDACTED] a [REDACTED] (a [REDACTED] Simon). [REDACTED] e [REDACTED] e [REDACTED] n [REDACTED] n [REDACTED] r [REDACTED] y [REDACTED] mprising Guarantor, the liability of all persons and entities comprising Guarantor shall be joint and several.

Section 1.9 Landlord's Work. See Exhibit B to this lease.

Section 1.10 Notice Address.

(a) Landlord. c/o Beach Lane Management, Inc., Suite 400, 111 North Central Park Avenue, Hartsdale, New York 10530.

(b) Tenant. 2191 Broadway, New York, NY.

Section 1.11 Permitted Use. Tenant shall use and occupy the demised premises as a retail store selling female undergarments, swimwear, sleepwear and similar products as have historically been sold at BraSmyth. Under no circumstances shall any alcoholic beverages be sold or consumed on-premises without having first obtained all licenses therefore.

Section 1.12 Premises. The portion of the Building described in Exhibit C to this lease.